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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

MARLON JOHNSON;  
CHRISTOPHER CROWELL; JANE  
DOE on behalf of themselves and all  
others similarly situated,

Plaintiffs,

vs.

COUNTY OF SAN BERNARDINO;  
SAN BERNARDINO SHERIFF'S  
DEPARTMENT; SHERIFF JOHN  
MCMAHON, individually and in his  
official capacity of Sheriff of San  
Bernardino County; PAUL WYNN,  
individually and in his official capacity;  
JOE BILLINGS, individually and in his  
official capacity; RICK BESSINGER,  
individually and in his official capacity;  
ROBERT GUILLEN, individually and  
in his official capacity; Does 1 through  
10,

Defendants.

CASE NO. 5:18-cv-01121-GW-AFMx

[Proposed]

**STIPULATED PROTECTIVE  
ORDER<sup>1</sup>**

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<sup>1</sup> This Stipulated Protective Order is based substantially on the model protective order provided under Magistrate Judge Alexander F. MacKinnon's Procedures.

1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,  
3 proprietary or private information for which special protection from public disclosure  
4 and from use for any purpose other than prosecuting this litigation may be warranted.  
5 Accordingly, the parties hereby stipulate to and petition the Court to enter the  
6 following Stipulated Protective Order. The parties acknowledge that this Order does  
7 not confer blanket protections on all disclosures or responses to discovery and that  
8 the protection it affords from public disclosure and use extends only to the limited  
9 information or items that are entitled to confidential treatment under the applicable  
10 legal principles.

11  
12 B. GOOD CAUSE STATEMENT

13 Discovery in this action may encompass, inter alia: protected health  
14 information and/or personal identifying information including, but not necessarily  
15 limited to, information pertaining to plaintiffs Marlon Johnson, Christopher Crowell  
16 and/or Jane Doe, as well as any or all other putative class members; documents  
17 maintained by the County of San Bernardino (“COSB”) which include but are not  
18 limited to internal policies and procedures, internal affairs investigation files, criminal  
19 investigation files, personnel files of current and/or former COSB employees, and  
20 other documents and information which implicate privacy rights of parties and/or non-  
21 parties and which are generally unavailable to the public and are privileged or  
22 otherwise protected from disclosure under state and federal statutes, court rules, case  
23 decisions, or common law; and notes, minutes, or other materials that are confidential,  
24 proprietary, trade secret, executive deliberation and/or were prepared in anticipation  
25 of litigation. Accordingly, to expedite the flow of information, to facilitate the prompt  
26 resolution of disputes over confidential of discovery materials, to adequately protect  
27 the information the parties are entitled to keep confidential, to ensure that the parties  
28 are permitted reasonable necessary uses of such material in preparation for and in the

1 conduct of trial, to address their handling at the end of the litigation, and serve the  
2 ends of justice, a protective order for such information is justified in this matter. It is  
3 the intent of the parties that information will not be designated as confidential for  
4 tactical reasons and that nothing be so designated without a good faith belief that it  
5 has been maintained in a confidential, non-public manner, and there is good cause  
6 why it should not be part of the public record in this case.

7  
8 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER  
9 SEAL

10 The parties further acknowledge, as set forth in Section 12.3, below, that this  
11 Stipulated Protective Order does not entitle them to file confidential information  
12 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and  
13 the standards that will be applied when a party seeks permission from the court to file  
14 material under seal.

15 There is a strong presumption that the public has a right of access to judicial  
16 proceedings and records in civil cases. In connection with non-dispositive motions,  
17 good cause must be shown to support a filing under seal. *See Kamakana v. City and*  
18 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*  
19 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics, Inc.*,  
20 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require good  
21 cause showing), and a specific showing of good cause or compelling reasons with  
22 proper evidentiary support and legal justification, must be made with respect to  
23 Protected Material that a party seeks to file under seal. The parties' mere designation  
24 of Disclosure or Discovery Material as CONFIDENTIAL does not—without the  
25 submission of competent evidence by declaration, establishing that the material  
26 sought to be filed under seal qualifies as confidential, privileged, or otherwise  
27 protectable—constitute good cause.

28 Further, if a party requests sealing related to a dispositive motion or trial, then

1 compelling reasons, not only good cause, for the sealing must be shown, and the relief  
2 sought shall be narrowly tailored to serve the specific interest to be protected. *See*  
3 *Pintos v. Pacific Creditors Ass’n.*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each  
4 item or type of information, document, or thing sought to be filed or introduced under  
5 seal in connection with a dispositive motion or trial, the party seeking protection must  
6 articulate compelling reasons, supported by specific facts and legal justification, for  
7 the requested sealing order. Again, competent evidence supporting the application to  
8 file documents under seal must be provided by declaration.

9 Any document that is not confidential, privileged, or otherwise protectable in  
10 its entirety will not be filed under seal if the confidential portions can be redacted. If  
11 documents can be redacted, then a redacted version for public viewing, omitting only  
12 the confidential, privileged, or otherwise protectable portions of the document, shall  
13 be filed. Any application that seeks to file documents under seal in their entirety  
14 should include an explanation of why redaction is not feasible.

## 16 2. DEFINITIONS

17 2.1 Action: this pending federal lawsuit entitled *Marlon Johnson, et al. v.*  
18 *County of San Bernardino, et al.*, USDC Case No.: 5:18-cv-01121-GW-AFMx.

19 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
20 of information or items under this Order.

21 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
22 how it is generated, stored or maintained) or tangible things that qualify for protection  
23 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
24 Cause Statement.

25 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
26 support staff).

27 2.5 Designating Party: a Party or Non-Party that designates information or  
28 items that it produces in disclosures or in responses to discovery as

1 “CONFIDENTIAL.”

2 2.6 Disclosure or Discovery Material: all items or information, regardless  
3 of the medium or manner in which it is generated, stored, or maintained (including,  
4 among other things, testimony, transcripts, and tangible things), that are produced or  
5 generated in disclosures or responses to discovery in this matter.

6 2.7 Expert: a person with specialized knowledge or experience in a matter  
7 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
8 an expert witness or as a consultant in this Action.

9 2.8 House Counsel: attorneys who are employees of a party to this Action.  
10 House Counsel does not include Outside Counsel of Record or any other outside  
11 counsel.

12 2.9 Non-Party: any natural person, partnership, corporation, association, or  
13 other legal entity not named as a Party to this Action.

14 2.10 Outside Counsel of Record: attorneys who are not employees of a party  
15 to this Action but are retained to represent or advise a party to this Action and have  
16 appeared in this Action on behalf of that party or are affiliated with a law firm that  
17 has appeared on behalf of that party, and includes support staff.

18 2.11 Party: any party to this Action, including all of its officers, directors,  
19 employees, consultants, retained experts, and Outside Counsel of Record (and their  
20 support staffs).

21 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
22 Discovery Material in this Action.

23 2.13 Professional Vendors: persons or entities that provide litigation support  
24 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
25 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
26 and their employees and subcontractors.

27 2.14 Protected Material: any Disclosure or Discovery Material that is  
28 designated as “CONFIDENTIAL.”

1           2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
2 from a Producing Party.

3  
4       3.     SCOPE

5           The protections conferred by this Stipulation and Order cover not only  
6 Protected Material (as defined above), but also (1) any information copied or extracted  
7 from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
8 Protected Material; and (3) any testimony, conversations, or presentations by Parties  
9 or their Counsel that might reveal Protected Material.

10          Any use of Protected Material at trial shall be governed by the orders of the  
11 trial judge. This Order does not govern the use of Protected Material at trial.

12  
13       4.     DURATION

14          Once a case proceeds to trial, information that was designated as  
15 CONFIDENTIAL or maintained pursuant to this protective order used or introduced  
16 as an exhibit at trial becomes public and will be presumptively available to all  
17 members of the public, including the press, unless compelling reasons supported by  
18 specific factual findings to proceed otherwise are made to the trial judge in advance  
19 of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause”  
20 showing for sealing documents produced in discovery from “compelling reasons”  
21 standard when merits-related documents are part of court record). Accordingly, the  
22 terms of this protective order do not extend beyond the commencement of trial.

23  
24       5.     DESIGNATING PROTECTED MATERIAL

25           5.1 Exercise of Restraint and Care in Designating Material for Protection.  
26 Each Party or Non-Party that designates information or items for protection under this  
27 Order must take care to limit any such designation to specific material that qualifies  
28 under the appropriate standards. The Designating Party must designate for protection

1 only those parts of material, documents, items, or oral or written communications that  
2 qualify so that other portions of the material, documents, items, or communications  
3 for which protection is not warranted are not swept unjustifiably within the ambit of  
4 this Order.

5 Mass, indiscriminate, or routinized designations are prohibited. Designations  
6 that are shown to be clearly unjustified or that have been made for an improper  
7 purpose (e.g., to unnecessarily encumber the case development process or to impose  
8 unnecessary expenses and burdens on other parties) may expose the Designating Party  
9 to sanctions.

10 If it comes to a Designating Party's attention that information or items that it  
11 designated for protection do not qualify for protection, that Designating Party must  
12 promptly notify all other Parties that it is withdrawing the inapplicable designation.

13 5.2 Manner and Timing of Designations. Except as otherwise provided in  
14 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
15 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
16 under this Order must be clearly so designated before the material is disclosed or  
17 produced.

18 Designation in conformity with this Order requires:

19 (a) for information in documentary form (e.g., paper or electronic  
20 documents, but excluding transcripts of depositions or other pretrial or trial  
21 proceedings), that the Producing Party affix at a minimum, the legend  
22 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend") to each page that  
23 contains protected material. If only a portion of the material on a page qualifies for  
24 protection, the Producing Party also must clearly identify the protected portion(s)  
25 (e.g., by making appropriate markings in the margins).

26 A Party or Non-Party that makes original documents available for inspection  
27 need not designate them for protection until after the inspecting Party has indicated  
28 which documents it would like copied and produced. During the inspection and before

1 the designation, all of the material made available for inspection shall be deemed  
2 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants  
3 copied and produced, the Producing Party must determine which documents, or  
4 portions thereof, qualify for protection under this Order. Then, before producing the  
5 specified documents, the Producing Party must affix the “CONFIDENTIAL” legend  
6 to each page that contains Protected Material. If only a portion of the material on a  
7 page qualifies for protection, the Producing Party also must clearly identify the  
8 protected portion(s) (e.g., by making appropriate markings in the margins).

9 (b) for testimony given in depositions that the Designating Party identifies  
10 the Disclosure or Discovery Material on the record, before the close of the deposition  
11 all protected testimony.

12 (c) for information produced in some form other than documentary and for  
13 any other tangible items, that the Producing Party affix in a prominent place on the  
14 exterior of the container or containers in which the information is stored the legend  
15 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
16 protection, the Producing Party, to the extent practicable, shall identify the protected  
17 portion(s).

18 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
19 failure to designate qualified information or items does not, standing alone, waive the  
20 Designating Party’s right to secure protection under this Order for such material.  
21 Upon timely correction of a designation, the Receiving Party must make reasonable  
22 efforts to assure that the material is treated in accordance with the provisions of this  
23 Order.

## 24 25 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

26 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
27 designation of confidentiality at any time that is consistent with the Court’s  
28 Scheduling Order.



1           6.2   Meet and Confer. The Challenging Party shall initiate the dispute  
2 resolution process under Local Rule 37-1 et seq.

3           6.3   Joint Stipulation. Any challenge submitted to the Court shall be via a  
4 joint stipulation pursuant to Local Rule 37-2.

5           6.4   The burden of persuasion in any such challenge proceeding shall be on  
6 the Designating Party. Frivolous challenges, and those made for an improper purpose  
7 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
8 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
9 or withdrawn the confidentiality designation, all parties shall continue to afford the  
10 material in question the level of protection to which it is entitled under the Producing  
11 Party's designation until the court rules on the challenge.  
12

13   7.    ACCESS TO AND USE OF PROTECTED MATERIAL

14           7.1   Basic Principles. A Receiving Party may use Protected Material that is  
15 disclosed or produced by another Party or by a Non-Party in connection with this  
16 Action only for prosecuting, defending, or attempting to settle this Action. Such  
17 Protected Material may be disclosed only to the categories of persons and under the  
18 conditions described in this Order. When the litigation has been terminated, a  
19 Receiving Party must comply with the provisions of section 13 below (FINAL  
20 DISPOSITION).

21           Protected Material must be stored and maintained by a Receiving Party at a  
22 location and in a secure manner that ensures that access is limited to the persons  
23 authorized under this Order.

24           7.2   Disclosure of "CONFIDENTIAL" Information or Items. Unless  
25 otherwise ordered by the court or permitted in writing by the Designating Party, a  
26 Receiving Party may disclose any information or item designated  
27 "CONFIDENTIAL" only to:

28           (a) the Receiving Party's Outside Counsel of Record in this Action, as well

1 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
2 to disclose the information for this Action;

3 (b) the officers, directors, and employees (including House Counsel) of the  
4 Receiving Party to whom disclosure is reasonably necessary for this Action;

5 (c) Experts (as defined in this Order) of the Receiving Party to whom  
6 disclosure is reasonably necessary for this Action and who have signed the  
7 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

8 (d) the court and its personnel;

9 (e) court reporters and their staff;

10 (f) professional jury or trial consultants, mock jurors, and Professional  
11 Vendors to whom disclosure is reasonably necessary for this Action and who have  
12 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13 (g) the author or recipient of a document containing the information or a  
14 custodian or other person who otherwise possessed or knew the information;

15 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
16 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
17 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will  
18 not be permitted to keep any confidential information unless they sign the  
19 “Acknowledgment and Agreement to be Bound” (Exhibit A), unless otherwise agreed  
20 by the Designating Party or ordered by the court. Pages of transcribed deposition  
21 testimony or exhibits to depositions that reveal Protected Material may be separately  
22 bound by the court reporter and may not be disclosed to anyone except as permitted  
23 under this Stipulated Protective Order; and

24 (i) any mediator or settlement officers, and their supporting personnel,  
25 mutually agreed upon by any of the parties engaged in settlement discussions.

26 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
27 OTHER LITIGATION

28 If a Party is served with a subpoena or a court order issued in other litigation

1 that compels disclosure of any information or items designated in this Action as  
2 “CONFIDENTIAL” that Party must:

3 (a) promptly notify in writing the Designating Party. Such notification shall  
4 include a copy of the subpoena or court order;

5 (b) promptly notify in writing the party who caused the subpoena or order  
6 to issue in the other litigation that some or all of the material covered by the subpoena  
7 or order is subject to this Protective Order. Such notification shall include a copy of  
8 this Stipulated Protective Order; and

9 (c) cooperate with respect to all reasonable procedures sought to be pursued  
10 by the Designating Party whose Protected Material may be affected.

11 If the Designating Party timely seeks a protective order, the Party served with  
12 the subpoena or court order shall not produce any information designated in this action  
13 as “CONFIDENTIAL” before a determination by the court from which the subpoena  
14 or order issued, unless the Party has obtained the Designating Party’s permission. The  
15 Designating Party shall bear the burden and expense of seeking protection in that court  
16 of its confidential material and nothing in these provisions should be construed as  
17 authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
18 directive from another court.

19  
20 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
21 PRODUCED IN THIS LITIGATION

22 (a) The terms of this Order are applicable to information produced by a  
23 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
24 produced by Non-Parties in connection with this litigation is protected by the  
25 remedies and relief provided by this Order. Nothing in these provisions should be  
26 construed as prohibiting a Non-Party from seeking additional protections.

27 (b) In the event that a Party is required, by a valid discovery request, to  
28 produce a Non-Party’s confidential information in its possession, and the Party is

1 subject to an agreement with the Non-Party not to produce the Non-Party's  
2 confidential information, then the Party shall:

3 (1) promptly notify in writing the Requesting Party and the Non-Party  
4 that some or all of the information requested is subject to a confidentiality agreement  
5 with a Non-Party;

6 (2) promptly provide the Non-Party with a copy of the Stipulated  
7 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
8 specific description of the information requested; and

9 (3) make the information requested available for inspection by the Non-  
10 Party, if requested.

11 (c) If the Non-Party fails to seek a protective order from this court within  
12 14 days of receiving the notice and accompanying information, the Receiving Party  
13 may produce the Non-Party's confidential information responsive to the discovery  
14 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
15 not produce any information in its possession or control that is subject to the  
16 confidentiality agreement with the Non-Party before a determination by the court.  
17 Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
18 of seeking protection in this court of its Protected Material.

19  
20 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

21 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
22 Protected Material to any person or in any circumstance not authorized under this  
23 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
24 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
25 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
26 persons to whom unauthorized disclosures were made of all the terms of this Order,  
27 and (d) request such person or persons to execute the "Acknowledgment and  
28 Agreement to Be Bound" that is attached hereto as Exhibit A.

1  
2 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
3 PROTECTED MATERIAL

4 When a Producing Party gives notice to Receiving Parties that certain  
5 inadvertently produced material is subject to a claim of privilege or other protection,  
6 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
7 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
8 may be established in an e-discovery order that provides for production without prior  
9 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
10 parties reach an agreement on the effect of disclosure of a communication or  
11 information covered by the attorney-client privilege or work product protection, the  
12 parties may incorporate their agreement in the stipulated protective order submitted  
13 to the court.

14  
15 12. MISCELLANEOUS

16 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
17 person to seek its modification by the Court in the future.

18 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
19 Protective Order, no Party waives any right it otherwise would have to object to  
20 disclosing or producing any information or item on any ground not addressed in this  
21 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
22 ground to use in evidence of any of the material covered by this Protective Order.

23 12.3 Filing Protected Material. A Party that seeks to file under seal any  
24 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
25 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
26 Protected Material at issue. If a Party's request to file Protected Material under seal is  
27 denied by the court, then the Receiving Party may file the information in the public  
28 record unless otherwise instructed by the court.

1  
2 13. FINAL DISPOSITION

3 After the final disposition of this Action, as defined in paragraph 4, within 60  
4 days of a written request by the Designating party, each Receiving Party must return  
5 all Protected Material to the Producing Party or destroy such material. As used in this  
6 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
7 summaries, and any other format reproducing or capturing any of the Protected  
8 Material. Whether the Protected Material is returned or destroyed, the Receiving Party  
9 must submit a written certification to the Producing Party (and, if not the same person  
10 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by  
11 category, where appropriate) all the Protected Material that was returned or destroyed  
12 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
13 compilations, summaries or any other format reproducing or capturing any of the  
14 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
15 archival copy of all pleadings, motion papers, trial, deposition, and hearing  
16 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
17 reports, attorney work product, and consultant and expert work product, even if such  
18 materials contain Protected Material. Any such archival copies that contain or  
19 constitute Protected Material remain subject to this Protective Order as set forth in  
20 Section 4 (DURATION).

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14. VIOLATION

Any violation of this Order may be punished by appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: September 30, 2019


\_\_\_\_\_/s/ Mark J. Skapik\_\_\_\_\_  
Mark J. Skapik, Esq.  
Geraldyn L. Skapik, Esq.  
Eric C. Morris, Esq.  
Attorneys for Plaintiffs

DATED: September 30, 2019

\_\_\_\_\_/s/ Kellian Summers\_\_\_\_\_  
Dana Alden Fox, Esq.  
Matthew P. Harrison, Esq.  
Dawn M. Flores-Oster, Esq.  
Kellian Summers, Esq.  
Attorneys for Defendants

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: 10/2/2019

  
\_\_\_\_\_  
ALEXANDER F. MacKINNON  
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
5 that I have read in its entirety and understand the Stipulated Protective Order that  
6 was issued by the United States District Court for the Central District of California  
7 on [date] in the case of *Marlon Johnson, et al., v. County of San Bernardino, et al.*,  
8 USDC Case no. 5:18-cv-01121-GW-AFM. I agree to comply with and to be bound  
9 by all the terms of this Stipulated Protective Order and I understand and  
10 acknowledge that failure to so comply could expose me to sanctions and punishment  
11 in the nature of contempt. I solemnly promise that I will not disclose in any manner  
12 any information or item that is subject to this Stipulated Protective Order to any  
13 person or entity except in strict compliance with the provisions of this Order. I  
14 further agree to submit to the jurisdiction of the United States District Court for the  
15 Central District of California for enforcing the terms of this Stipulated Protective  
16 Order, even if such enforcement proceedings occur after termination of this action.

17 I hereby appoint \_\_\_\_\_ [print or type full name] of  
18 \_\_\_\_\_ [print or type full address and  
19 telephone number] as my California agent for service of process in connection with  
20 this action or any proceedings related to enforcement of this Stipulated Protective  
21 Order.

22 Date: \_\_\_\_\_

23 City and State where sworn and signed: \_\_\_\_\_

24  
25 Printed name: \_\_\_\_\_

26  
27 Signature: \_\_\_\_\_